

EXHIBIT VI

2019-AF0022-A

GOVERNMENT OF PUERTO RICO
DEPARTMENT OF EDUCATION
HATO REY, PUERTO RICO

AMMENDMENT A TO CONTRACT FOR PROFESSIONAL SERVICES

This contract, made and entered into by and between the Department of Education, represented by Julia Beatrice Keleher, of legal age, single, and resident of San Juan, Puerto Rico, in her official capacity as Secretary of Education (hereafter referred to as "the DEPARTMENT"), and **BDO Puerto Rico, P.S.C.**, a professional services corporation organized under the laws of the Commonwealth of Puerto Rico, with offices in San Juan, Puerto Rico, represented in this act by **Fernando Scherrer**, of legal age, married, and resident of Guaynabo, Puerto Rico, hereinafter designated as the **SECOND PART**.

WITNESSETH

WHEREAS, on or about July 31, 2018, the **FIRST PART** and the **SECOND PART** entered into an Agreement 2019-AF0022.

WHEREAS, the **SECOND PART** has demonstrated experience and capacity in this area of endeavor.

WHEREAS, the **FIRST PART** has engaged the **SECOND PART** to render certain technical and consulting services in connection with the administration of Federal education programs and others of the **SECOND PART** and more funds are needed to complete such services the appearing parties:

HAVE AGREED TO EXECUTE THIS AMENDMENT

1. The Parties agree to amend Clause 14 of Agreement 2019-AF0022 so as to add an additional \$1,816,500.00 for an extra 17,300 hours of services. Said clause will now read as follows:

"The **FIRST PART** agrees to pay to the **SECOND PART** for all the services provided according to the terms of this contract up to a maximum of eight million one hundred seventy-nine thousand five hundred dollars (**\$8,179,500.00**) prior presentation of invoices for the cost incurred for the services provided and duly certified by the **FIRST PART**.

- i. For the services described in paragraph number "3" under Appendix A of this Agreement, the **FIRST PART** will pay the **SECOND PART** the amounts under the following categories:

RESOURCES	NUMBER OF HOURS	HOURLY RATE	TOTAL
Senior / Manager	34,300	\$105.00	\$3,601,500.00

- ii. For the services described in paragraph number "3" under Appendix B of this Agreement, the **FIRST PART** will pay the **SECOND PART** the amounts under the following categories:

RESOURCES	NUMBER OF HOURS	HOURLY RATE	TOTAL
Senior/Manager	43,600	\$105.00	\$4,578,000.00

- a. The **SECOND PART** agrees to invoice the **FIRST PART** up to a maximum of eight (8) hours daily per employee or resource that provides services to the **FIRST PART** under the terms of this Contract. The **SECOND PART** may invoice for services rendered in excess of eight (8) hours daily, or on Saturdays, Sundays or holidays, only if the **FIRST PART** previously authorized them in writing.

- b. The **FIRST PART** may retain payment under this Contract in any of the above category until the **SECOND PART** submits all reports and other documents required by this contract. The **FIRST PART** has the right to request additional documentation if the documentation already submitted pursuant to the provisions of this Contract does not reasonably address the Contract requirements.
- c. Payment to the **SECOND PART** will be made by the **FIRST PART** from the following accounts: consolidated administration federal funds **E1290-221-01055200-06F-2019-00081-ADMCONLEA22119A-ADMINISTRACION-06F-1290 (\$2,881,200.00)**; **E1290-221-01055200-06F-2019-00081-ADMCONSEA22119A-ADMINISTRACION-06F-1290 (\$720,300.00)**; and non-federal funds **E1290-234-02000000-0000-006-2019AFE004 \$4,578,000.00)** and/or from other account or accounts with available funds.
- d. After the first day of each calendar month, the **SECOND PART** shall submit to the **FIRST PART** a certified invoice containing a detailed description of the services rendered by the **SECOND PART** in the previous month in the performance of its services to the **FIRST PART**. In addition to the services rendered, the invoice shall include the dates when the services were performed, the time spent on each service and evidence of the services rendered. Said invoice shall be certified by the Secretary of Education or his authorized representative.
- e. Each invoice submitted by the **SECOND PART** will contain a certification that reads as follows: "Under penalty of absolute nullity I hereby certify that no employee of the Department of Education has any direct or indirect pecuniary or other interest in this Agreement. If an employee is part or has any direct or indirect pecuniary or other interest in this Agreement, a previous waiver has been presented. The only consideration for providing the goods and services object of this contract has been the accorded payment agreed upon with the authorized representative of the Department of Education. I hereby certify that this invoice is correct and that payment thereof has not been received."
- f. The **SECOND PART** shall submit invoices for payment within the first ten (10) days of the month following the rendering of services. In the event that the **SECOND PART** submits invoices for payment after forty (40) days from the last day of the month in which services were provided, the **SECOND PART** accepts that the **FIRST PART** will make an automatic adjustment to the invoices which will lead to a reduction of five percent (5%) of the submitted invoices. In case that the **FIRST PART** returns to the **SECOND PART** the invoices to correct them, the **SECOND PART** will have five (5) working days from the notification to carry out corrections and submit them again. If this does not occur within such five (5) working days, the **SECOND PART** accepts that the **FIRST PART** will make automatic adjustments to the invoices which will lead to a reduction of five percent (5%) of the total amount of the invoices.
- g. The **SECOND PART** shall submit the invoices by the **FIRST PART's** on line billing system according to the procedure established by the **FIRST PART**. The **SECOND PART** will be responsible for the veracity and accuracy of the information provided in the online billing system. If the online billing system is not available, the **FIRST PART** will determine the procedure to follow for the delivery of the invoices and shall notify it in writing to the **SECOND PART**. The **SECOND PART** certifies that the **FIRST PART** has delivered the documentation or User Manual for the supplier for the use of the online billing system."

The rest of the Clauses pertaining to Agreement 2019-AF0022 shall remain the same

IN WITNESS WHEREOF, the parties have respectively signed and sealed this Agreement on this 1st day of March, 2019.




Julia Beatrice Keleher, Ed. D.
Secretary of Education
FIRST PART
DIN Num:



Fernando Scherrer
Partner
SECOND PART
DIN Num:

By Express Delegation:

Osvaldo Guzman Lopez
Undersecretary of Administration

Submitted by : 

Osvaldo Guzmán López
Undersecretary of Administration

Revised: 

Leda. Viviana Catalá Díaz